

17

AGREEMENT  
BETWEEN  
THE TOWN OF TRUMBULL  
AND  
THE TRUMBULL DPW SUPERVISORS UNION

July 1, 2017 - June 30, 2019

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This Agreement is made by and between the Town of Trumbull, Connecticut, hereinafter referred to as the "Town" and the Trumbull DPW Supervisors Union, UPSEU Local 424, Unit 105, , hereinafter referred to as the "Union" and hereinafter jointly referred to as the "parties".

## **ARTICLE I** **RECOGNITION**

- 1.1 The Town hereby recognizes the Union as the sole and exclusive representative and bargaining agent for full-time permanent employees classified as supervisors, in the Highway Division of the Department of Public Works, including the Office Manager as well as the Superintendent and Assistant Superintendent of the Parks Division of the Public Works Department, the Supervisor of Solid Waste/Recycling, the Director of Buildings and Facility Maintenance and the Director of Solid Waste and Recycling.
- 1.2 All employees hired on or after July 1, 1993 and all employees who have voluntarily become members of the Union as of the effective date of this Agreement, but who thereafter cease to be union members shall for as long as they remain non-members, as a condition of employment, pay to the Union a service fee. New employees shall, upon the signing of the Agreement, either become members of the Union after thirty (30) days of employment or refrain from joining the Union, or for as long as they remain non-members, as a condition of employment, pay to the Union a service fee. The said union service fee shall be certified by the Union in accordance with applicable law.
- 1.3 The Town agrees to deduct from the wages of each employee who has voluntarily and individually signed payroll deduction authorization card a sum certified by an officer of the union which represents union dues or union service fees. The dues or service fee deductions for each month shall be made during the second payroll period of each month and the total amount so deducted shall be remitted to the Union with an itemized list of employee names and addresses showing the amount of dues or service fees deducted.
- 1.4 The Union shall save the Town harmless from any and all claims, demands, suits, judgment, or costs including attorneys' fees, arising from the implementation of this Article.

## **ARTICLE 2** **PERSONNEL POLICIES**

- 2.1 The Town of Trumbull's Civil Service Rules and Personnel Policies shall apply to members of the bargaining unit except where they may conflict with this Agreement in which case this Agreement shall prevail.
- 2.2 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that the employees or the employer have enjoyed prior to the effective date of the Agreement.
- 2.3 The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

**ARTICLE 3**  
**WAGES AND BENEFITS**

3.1 Current full-time employees and their eligible dependents shall be eligible for:

(a)

The State Partnership Plan 2.0 for health, pharmacy, vision and dental coverages. (Dental Coverage \$1500 Annual Maximum Plan with option for DHMO). In addition, employees will be subject to the State Health Enhancement Program including penalties for non-compliance resulting in deductibles and premium penalties. (See Appendix )

Coverage eligibility for employees and eligible dependents shall commence on the first of the month following employment and shall end on the last day of the month in which they are separated. Coverage for eligible dependents shall continue up to age 26 for health, pharmacy, dental, vision irrespective of student status.

(b) Life Insurance in the amount of \$40,000 (employee only).

(c) Employees shall contribute towards the cost of insurance as follows:

<u>Effective Date</u>	<u>Contribution</u>
Upon Signing	15%
7/1/18	15.5%

The Town shall implement an IRS 125 plan as to employee contribution toward health insurance.

3.3 New hires shall earn sick time from time of hire.

3.4 The Town shall provide the insurances set forth herein , provided, however, that the Town may substitute for said insurances any plan by that or any other carrier which offers benefits substantially equal to or better than those offered by said insurances on an overall basis, in terms of benefits.

3.5

The Town shall have the unilateral right to withdraw from the State Partnership Plan. In the event the Town elects to withdraw, it shall notify the Unions of its decision as soon as possible. Penalties assessed by the State resulting from the Town's decision to withdraw from the State Partnership, shall be the responsibility of the Town. The Unions agree to negotiate on a coalition basis over the health benefits plan. The employee medical contribution rate shall also be the subject to negotiations upon withdrawal but shall not be conducted on a coalition basis. In the event an agreement is not reached within forty-five (45) days from said notice, the parties agree to proceed immediately to binding arbitration. The arbitration shall be a "one issue" arbitration with the Town and the Coalition each submitting their proposal for the medical plan design. The parties agree to make their best efforts to expedite the process to ensure a decision within sixty (60) days of the expiration of the forty-five (45) day window for negotiations. The Unions

may, if there is a substantial change in the State Partnership Plan 2.0 benefits, request bargaining over a substitute plan. In order to make such a request, the group must constitute at least a majority of the Town unions representing at least 50% of the Town's unionized employees. If this criterion is met, negotiations would reopen for all the bargaining groups as a coalition. This reopener applies during the term of the applicable contract. Such demand to bargain over a substitute plan of benefits shall be made within thirty (30) days of such change. If the request to bargain is not made within thirty (30) days then the Plan will remain with the changes. If bargaining occurs, it shall be the process as outlined above.

### 3.5.1 – Waiver of Group Health Coverage

- A. Eligible employees may elect to waive all group health coverage.
- B. Notice of intent to elect and re-elect the waiver must be filed with the Human Resources/Civil Service Department by the end of open enrollment. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance. Reinstatement of Town medical coverage in the middle of the plan year is permitted if the employee experiences a qualifying event.
- C. An Employee may not receive compensation for waiving group health coverage, if the employee's spouse is an employee of the Town or Board of Education and participates in the group health plan. The Town of Trumbull may, at its discretion, amend the program's schedule or discontinue the program.

3.6 The Town shall provide to employees employed one year or more, at no expense to the employees, a disability insurance which will provide for each covered illness or injury sixty-six and two-thirds (66.66%) replacement income for up to twenty-six weeks after the fifteenth day of absence for any non-work related illness or injury, as follows:

- 1. The definition of "disability" shall be serious illness or disability which prohibits the employee from performing their usual and customary job with the town and from engaging in other gainful employment.

Notwithstanding the above, short term disability benefits are available to employees provided that the employee has used all of his or her accumulated sick leave with the exception of thirty (30) days.

- 2. There shall be a fifteen (15) work day waiting period prior to the effective start date of the short term disability benefit. The work day shall be those days which are the normal work days for the employee (usually Monday through Friday). A holiday falling during any waiting period shall be paid at full pay and considered as part of the fifteen (15) day period.

The utilization of the employees' accumulated sick leave shall count towards the fifteen (15) day waiting period. If the employee does not have sufficient accrued sick days to satisfy the fifteen (15) day waiting period, he/she may utilize any accrued paid leave such as vacation or personal days and/or compensatory time.

- 3. The maximum duration of the disability period shall be 26 weeks per illness or injury, including any reoccurrence of the same illness or injury. The 26-week period shall begin

upon the first work day after the 15 work day waiting period has been satisfied, meaning the employee receives six (6) full months of disability coverage.

4. The 66-2/3% of base pay shall be computed before taxes and shall be taxable as wages.
5. In the event the Town, in good faith, challenges whether an employee is disabled within the meaning of the definition, the Town has the right to send an employee for evaluation by its own physician. In the event that the evaluation of the physician differs from the employee's physician, the two physicians shall appoint a third physician to examine the employee and make a final and binding determination with respect to the issue of whether the employee is disabled from performing their job due to a serious illness or disability. The Town will not send the employee to a physician outside of a 20 mile radius. If there are no qualified physicians in a given specialty within a 20 mile radius, then the Town's physician shall be located as close to this 20 mile radius as possible. In the event the disabled employee is confined to bed, not ambulatory or cannot be transported by normal means or non-medical vehicles, special arrangements shall be made and paid for by the Town for the examination of the disabled employee, i.e., send physician to patient's location, provide ambulance or other medical-type transportation.
6. Employees shall be entitled to one disability leave absence per serious illness or disability, however, any employee returning to work who is still disabled shall not be penalized, i.e., if they are required to go back out on leave, it will still be considered as out on leave (another 15-day waiting period would not be required). By way of example, if an employee were out for 20 weeks, came back to work for a week, then as a result of the same illness or injury needed to go back out, he/she would be entitled to an additional six (6) weeks of paid disability leave. Likewise, an employee returning to work part-time will not be penalized. The employee will be paid regular pay for the time worked and 66-2/3% pay for the time not worked. The hours not worked will be charged against the 26-week period.

If there is a position available which the employee can perform, and the appropriate physicians agree pursuant to the procedure sent forth in paragraph 5, at the Town's discretion it may require the individual to perform said available work at the applicable rate for that job, and the Town shall pay 2/3<sup>rd</sup> of any pay differential, if applicable, which shall be charged against the 26 week period on a prorated basis.

7. Benefits: Employees out on disability:
  - A. Effective July 1, 2004, the disabled employee shall receive full base pay pension credit. However, the employee on disability must continue to contribute their share to the Town. As it applies to this provision, affected employees may opt to make additional contributions to the Town and receive full pension credit.
  - B. Employee will not be denied earning normal personal time provided under contract.
  - C. Employee will continue to accrue vacation time at an adjusted rate of 66-2/3%.

- D. The employee hired into a bargaining unit position prior to July 1, 2012 will accrue one and one-quarter (1 1/4) sick day for the month in which the disability leave commences; however, he/she shall not accrue sick leave in any subsequent month of the disability leave. The employees hired into a bargaining unit position on or after July 1, 2012 will accrue one (1) sick day.
8. The employee shall not be entitled to use accumulated sick leave to augment disability pay so that it will equal 100% of employee's base pay.
9. A. Union dues and all other legal deductions shall continue during the disability period.
- B. Optional deductions, credit union, Christmas Club, etc., shall continue, or at the option of the employee, be discontinued upon written notification to the Town.
10. Medical, dental, life and all other insurances shall continue during the disability period. The employee will continue to contribute to these insurances at the same rate they were currently contributing at the time of the disability.
11. Any leave under this Section 3.5 shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.
- 3.7 Upon retirement from the Town of Trumbull, employees may elect to purchase, at their own expense, the medical, hospitalization, vision and prescription coverage then in effect and provided to bargaining unit employees through the Town at the Town's group rate. Employees must be between the ages of sixty-two (62) and sixty-four (64), inclusive, in order to purchase such benefits.
- Upon becoming Medicare eligible, employees may purchase, at their sole expense, coverage under a Medicare supplement plan and supplemental drug rider through the Town at group rates. Employees so electing shall make payment for said insurances in the manner specified by the Town.
- 3.8 Wages:  
Employees not hired pursuant to Section 6.2 shall move to the Maximum rate on the one (1) year anniversary of their appointment. The following wage schedule based on a 40 hour work week:
- Effective and retroactive to July 1, 2017, all rates of pay shall be increased by two percent (2%)  
Effective July 1, 2018, all rates of pay shall be increased by two and a quarter percent (2.25%).



**2017-2018**

**Classification:**

<u>Deputy Director</u>	<u>\$106,719</u>	<u>\$112,325</u>
<u>Director of Building and Facility Main.</u>	<u>\$84,031</u>	<u>\$86,551</u>
<u>Director of Solid Waste and Recycling</u>	<u>\$80,669</u>	<u>\$83,089</u>
<u>General Foreman</u>	<u>\$89,400</u>	<u>\$93,604</u>
<u>Garage Supervisor</u>	<u>\$82,827</u>	<u>\$86,938</u>
<u>Senior Supervisor</u>	<u>\$80,844</u>	<u>\$83,952</u>
<u>Superintendent of Parks</u>	<u>\$85,152</u>	<u>\$89,577</u>
<u>Public Works Supervisor</u>	<u>\$76,028</u>	<u>\$83,456</u>
<u>Assistant Superintendent of Parks</u>	<u>\$76,028</u>	<u>\$79,341</u>
<u>Supervisor Solid Waste/Recycling</u>	<u>\$72,005</u>	<u>\$75,317</u>
<u>Office Manager</u>	<u>\$58,760</u>	<u>\$61,693</u>

**2018-2019**

**Classification:**

<u>Deputy Director</u>	<u>\$109,120</u>	<u>\$114,853</u>
<u>Director of Building and Facility Main.</u>	<u>\$85,921</u>	<u>\$88,498</u>
<u>Director of Solid Waste Recycling</u>	<u>\$83,484</u>	<u>\$84,958</u>
<u>General Foreman</u>	<u>\$91,411</u>	<u>\$95,710</u>
<u>Garage Supervisor</u>	<u>\$84,691</u>	<u>\$88,894</u>
<u>Senior Supervisor</u>	<u>\$82,663</u>	<u>\$85,841</u>
<u>Superintendent of Parks</u>	<u>\$87,068</u>	<u>\$91,592</u>
<u>Public Works Supervisor</u>	<u>\$77,738</u>	<u>\$85,334</u>
<u>Assistant Superintendent of Parks</u>	<u>\$77,738</u>	<u>\$81,126</u>
<u>Supervisor Solid Waste/Recycling</u>	<u>\$73,625</u>	<u>\$77,011</u>
<u>Office Manager</u>	<u>\$60,082</u>	<u>\$63,081</u>

Employees in the Public Works Supervisor classification hired or promoted into said position prior to July 1, 2000 shall not be required to rotate into or cover the Town transfer station. Subsequent hires may be required to do so by the Town. The Solid Waste Supervisor will not be used to cover Public Works Supervisor duties, except in case of an emergency or as is the current practice.

- 3.9 Employees hired prior to July 1, 2004 shall be eligible for longevity payments based on individual members full time completed years of continuous service with the Town as of December 1<sup>st</sup> of each year.

<u>Years of Service</u>	<u>Longevity Payment</u>
Ten (10) years	\$325
Fifteen (15) years	\$500



Said payment shall be made on the first pay date in December. Employees hired on or after July 1, 2004 shall not be eligible for longevity pay.

- 3.10 Annually, on or about July 1, all employees on the active payroll shall receive a clothing allowance in the amount of \$100. Any newly hired employees shall, upon successful completion of his/her probationary period, receive a clothing allowance of \$100. To be eligible for payment, the employee must have been employed at least three months prior to July 1<sup>st</sup>.
- 3.11 The Town shall provide to the employee annually a voucher in the amount of one hundred and twenty-five (\$125) to be redeemed at suppliers designated by the Town for the purpose of obtaining safety shoes. Effective fiscal year 2018, the amount referenced about shall be increase to one hundred fifty dollars (\$150) per year.
- 3.12 A tool allowance of two hundred (\$200) dollars per year will be granted to the garage foreman for the purchase of specialized tools required for Town work and/or replacement of personal tools which are damaged while being used for Town work. The garage mechanic may purchase such tools, after approval by the Deputy Director of Public Works, by receiving a voucher and/or purchase order from the Town.
- 3.13 Employees that utilize the clothing, safety shoes and/or tool allowance provided herein must supply the Director of Public Works with an appropriate receipt.
- 3.14 Effective June 30, 2018, employee will be paid and all deductions taken on a bi-weekly basis.
- 3.15 Effective upon ratification, employees will be paid via direct deposit.

#### **ARTICLE 4** **PREMIUM PAY**

- 4.1 Employees shall be paid at the rate of time and one-half for hours worked more than eight (8) hours in a day or forty (40) hours in a week.
- 4.2 Employees shall be paid at a double time rate for work on Sundays and holidays.
- 4.3 Overtime shall be distributed equally within the job classifications, with seniority prevailing when necessary. Employees shall not be eligible for overtime for weekends before and after a scheduled vacation nor shall he be charged, except in all out emergency situations.
- 4.4 All employees who receive the wages and benefits under this Agreement must work overtime as requested or disciplinary action, up to and including dismissal, may be taken.
- 4.5 Employees assigned to work in a classification higher than their own shall be paid at the minimum rate for the higher classification.
- 4.6 Compensatory Time Off

At the discretion of the First Selectman or Director of Public Works, an employee may elect to receive compensatory time off in lieu of overtime payments, at the same rate as described for

overtime payments (Section 4.1, 4.2) provided accumulated compensatory time for the fiscal year shall not exceed a total of forty (40) hours.

Such compensatory time must be used during the fiscal year and shall be subject to departmental needs.

#### 4.7 Call Back Pay

Employees called back to work after they have left the premises at the end of their regularly scheduled work day, shall receive:

1. A minimum of three (3) hours pay at the rate of time and one half the employee's regular hourly rate of pay between the hours of 9:00 p.m. to 5:00 a.m.
2. One and one half (1.5) hours pay at the rate of time and one half the employee's regular hourly rate of pay prior to 9:00 p.m.

Call back pay commences when the call/communication is received by the employee, however, said time shall not exceed one half hour in duration from the time of the call until the employee reaches work.

There shall be no minimum premium pay if the overtime work is contiguous to either end of the employee's shift. For example, if the employee is asked to stay an extra hour, or is asked to report at 5:30 a.m.

The Town may require the employee to work the duration of the minimum callback period.

### ARTICLE 5 PENSION

- 5.1 Employees hired before July 1, 2012 shall remain covered under the Town of Trumbull Retirement Plan (Defined Benefit Pension Plan). Employees hired after July 1, 2012, shall, if eligible, participate in the Town Defined Contribution Retirement Plan (Defined Contribution Plan).  
The Town will match employee contributions in the Defined Contribution Plan in the amount of seven (7%) percent of the employee's annual salary. Effective January 1, 2018, employees in the defined contribution plan will have said contributions commence on the first of the following month from employment.

- 5.2 Employees shall contribute five and one-half percent (5.5 %) of their earnings towards the Trumbull Retirement Plan (Defined Benefit Pension Plan) through June 30, 2014.

Effective July 1, 2014, employees shall contribute six percent (6%) of their earnings towards the pension plan.

**ARTICLE 6**  
**SENIORITY**

6.1 Seniority shall be defined as the period of total continuous service within the bargaining unit.

An employee's seniority, and his employment, shall terminate upon any of the following conditions:

1. Resignation;
2. Discharge for cause;
3. Retirement;
4. Death;
5. Reduction in force due to elimination of position, reduction in force or for other legitimate reason;
6. Absence due to illness, authorized leave of absence or temporary layoff for a period in excess of twelve months;
7. Failure of an employee on layoff to return to work upon recall within three (3) days of receiving notice to return to work (it is the obligation of the employee to leave his last known address on record with the Town's Personnel Department); and
8. Undisclosed absence in excess of three consecutive workdays.

In the event an employee is rehired into the bargaining unit within one year of having been laid-off, the employee's former seniority shall be reinstated, except that no credit shall be given for the period of non-employment.

The seniority list shall be brought up-to-date upon request from the President of the Union at reasonable intervals and shall be posted in a conspicuous place.

6.2 Employees who are promoted within the bargaining unit or become part of the bargaining unit as the result of a promotion from outside the bargaining unit will be placed on the minimum step of the wage schedule for their position. Said employees shall serve in the position for a 180-day probationary period, after which, the employee shall advance to the maximum pay step of the wage schedule for the position. Said probationary period shall not affect the employee's benefits. New hires shall serve a one hundred eighty (180) day probationary period from their date of appointment. Said probationary period shall not affect the employee's benefits.

6.3 In the event of a layoff for lack of work is pending or proposed, the Town shall notify the Union President as soon as practical, but in any event not less than forty-eight (48) hours. No employee shall be laid off without two (2) weeks' notice unless such notice is not practical. Severance shall apply to the first instance of layoff only. Subsequent layoffs if involving the same individuals who are back at work will not result in severance pay.

- 6.4 No permanent employee shall be subject to disciplinary action, discharge or a suspension except for just cause. If any employee is so disciplined and in his judgment this action is taken without just cause, he may file and process his grievance through the Grievance and Arbitration procedure of this Agreement, and shall have the right to be represented by the Union; provided however, that notwithstanding the foregoing, only the Union may appeal a grievance to arbitration and only the Union, not the employee is recognized as the grievant/party to the arbitration. He shall be provided a copy of all charges and statements, as soon as possible, of any adverse action as above.
- 6.5 All disciplinary action shall be for just cause. . Disciplinary action shall include (a) verbal warning; (b) written warning; (c) suspension without pay; and (d) discharge.
- 6.6 All disciplinary action appeals shall be through this established grievance procedure.
- 6.7 The Town shall make a reasonable effort to notify the President orally of any suspension or discharge (except suspension or discharge of a probationary employee), within twenty-four (24) hours of said action.

## **ARTICLE 7**

### **SICK LEAVE**

- 7.1 Full-time permanent employees hired into a bargaining unit position prior to July 1, 2012 shall be granted sick leave on the basis of one and one-quarter (1-1/4) days per month and such sick leave may be accumulated up to two hundred (200) days. Employees with more than two hundred (200) accumulated sick days as of July 1, 2008 shall be grandfathered with their current sick leave bank, provided that the maximum accumulation shall drop as used, until sick leave drops to two hundred (200) days.
- Full-time permanent employees hired on or after July 1, 2012 shall be granted sick leave on the basis of one (1) day per month and such sick leave may be accumulated up to one hundred and eighty (180) days.
- 7.2 Employees may be granted an unpaid leave of absence, in writing, by the Director of Public Works for a period not to exceed nine (9) months from the time the employee's paid sick leave is exhausted. Said sick leave shall not affect the employee seniority. Employees may retain their medical benefits during said leave at their own expense.
- 7.3 Each employee who retires from the Town of Trumbull under the terms of the "Town of Trumbull Retirement Plan", adopted April 12, 1976, as amended, shall be eligible to receive payment for unused accumulated sick leave. Such payment shall be made at a rate equivalent to the employee's mean pay rate for the four years prior to retirement. Employees will be eligible to receive payment for fifty percent (50%) of unused accumulated sick leave up to a maximum of 200 accumulated days for a total maximum payout of 100 days. In the event that an employee who has reached the normal retirement date dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive the payment. Employees hired on or after July 1, 1996 shall be eligible to receive payments upon retirement for fifty (50%) percent of unused accumulated sick leave up to a maximum of one hundred twenty (120) days, for a total maximum payout of 60 days.

**ARTICLE 8**  
**HOLIDAYS/VACATIONS/PERSONAL DAYS**

- 8.1 The following will be considered holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

plus a floating holiday to be established annually by the First Selectman.

- 8.2 Employees shall receive vacation according to the following schedule:

Years of completed service:

1 year but less than 5 years of service	10 days
5 years but less than 10 years of service	15 days
10 years but less than 20 years of service	20 days
20 or more years of service	25 days

Employees shall be permitted to carry over to the following year three (3) weeks vacation time. If the time that is carried over to the following year is not used during the following year, the employee loses the carry-over vacation time.

- 8.3 Two (2) working days absence with pay shall be allowed for personal leave. These days shall not accumulate from calendar year to year. Personal days shall be prorated during the first year of employment. Specifically, full time employees hired prior to June 30 of a given calendar year are entitled to two (2) personal days..

Full time employees hired after June 30 in a given calendar year are entitled to one (1) personal day.. Such employees are then entitled to two (2) personal days on January 1 of the following calendar year.

Effective January 1, 2017, employees will be able to use personal leave through the end of the last full pay period of each calendar year. Effective January 1, 2018, employees shall be credited and use personal leave commencing the first full pay period of each calendar year thereafter. The Town will notify employees of the date that personal leave must be used.

- 8.4 Personal days may be taken immediately before or immediately after a vacation day.

- 8.5 Effective July 1, 2008, the Town will discontinue the practice of advancing vacation pay to employees.

## **ARTICLE 9**

### **FUNERAL LEAVE**

- 9.1 Five (5) working days absence with pay shall be allowed for each occurrence in the event a death occurs in the immediate family of the employee. The immediate family is defined as the employee's spouse, children, mother, father.
- 9.1.2 Three (3) working days absence with pay shall be allowed for each occurrence in the event a death occurs to an employee's sister, brother, current mother-in-law, current father-in-law, current daughter-in-law, or current son-in-law.
- 9.1.3 One (1) working day absence with pay shall be allowed for each occurrence in the event a death to an employee's grandmother, grandfather, grandchildren, current brother-in-law, current sister-in-law, niece, nephew, aunt or uncle.
- 9.1.4 Such funeral leave is not to be subtracted from sick leave.
- 9.1.5 The Town may require proof to substantiate the leave, including the name of the individual and his/her relationship to the employee.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

- 10.1 A grievance is defined as an alleged violation of any provision of this Agreement arising out of the interpretation and/or application of any of its term.
- 10.2 Step 1 - An aggrieved employee shall, within ten (10) days of the event or occurrence leading to a grievance, take the matter up with the Director of Public Works by submitting the grievance to the Director in writing. The Director shall respond, in writing, within five (5) days of the receipt of grievance.
- 10.3 Step 2 - If the employee is not satisfied with the resolution of the grievance as proposed by the Director of Public Works, he/she shall submit, in writing said grievance to the First Selectman within ten (10) days of the Director's answer provided under Step 1, above. The First Selectman, or his designated representative, shall arrange a meeting with the Union within ten (10) days of receipt of the grievance. Following the meeting, the First Selectman, or his/her designated representative, shall respond in writing within ten (10) days of the date on which the meeting was concluded.
- 10.4 Step 3 - In the event the Union is not satisfied with the response of the Town given as a result of Step 2, above, the Union may submit the grievance to arbitration by notifying the Town, in writing, within ten (10) days of receipt of the Town's answer as provided in Step 2, above. Such request for arbitration must be simultaneously filed by the Union with the American Arbitration Association. The parties agree that in any arbitration proceedings hereunder, the single member panel shall be utilized exclusively.



- 10.5 The arbitrator shall not have any power to add to, subtract from, or change or modify any of the terms of this Agreement.
- 10.6 The Town shall pay its portion of the expenses incurred as a result of the arbitration proceeding. The Union will be responsible to pay its own portion of the expenses incurred as a result of the arbitration proceedings.
- 10.7 The grievant may be represented by a representative of his/her own choosing.

## **ARTICLE 11**

### **MANAGEMENT RIGHTS**

11.1 This Agreement shall not limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this contract, unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes the Town's rights, powers and authority to include but not limit to: the right to manage its operation; direct, select, decrease and increase the workforce, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations; the materials to be used; the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, and to prescribe rules to that effect; to establish and change production standards and quality standards; determine the qualifications of employees; regulate quality and quantity of production, and to run the department efficiently.

## **ARTICLE 12**

### **NO STRIKES - NO LOCKOUT**

12.1 During the term of this Agreement, there shall be no strike, slowdown, or stoppage of work by employees, nor shall there be any lockout by the Town in any part of the Town's operation.

## **ARTICLE 13**

### **ENTIRE AGREEMENT**

13.1 This Agreement represents the full and complete agreement of the parties with respect to all matters relative to rates of pay, hours of work, and other conditions of employment. The parties agree that there has been full opportunity to bring up for negotiation any matter pertaining to rates of pay, hours of work, and other conditions of employment, and that no such matters will be brought up for negotiation during the term of this Agreement.

## **ARTICLE 14**

### **NON-DISCRIMINATION**

14.1 Neither the Town nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, handicapping condition, or Union membership.



**ARTICLE 15**  
**DURATION**

15.1 This Agreement shall be in effect through June 30, 2019. If either party wishes to change, modify or amend this Agreement, the initiating party must notify the other party in writing, not less than one-hundred twenty (120) days not more than one hundred eighty (180) days prior to June 30, 2019 of its desire to renegotiate this Agreement. In the course of such negotiations, either, or both parties, may submit proposals and counter proposals. Should neither party request the reopening of negotiations within the time period stated herein, the Agreement shall automatically be continued in effect for one (1) additional year beyond the above state termination date.

In Witness Whereof, the Parties have hereto caused this instrument to be signed and executed by their mutually authorized officers and representatives this 20<sup>th</sup> day of April, 2018.



Vicki A. Tesoro, First Selectman



H. James Haselkamp, Jr., Dir. of LR



UPSEU President Kevin E. Boyle Jr.



Negotiating Committee Member



Negotiating Committee Member

# APPENDIX A HEALTH INSURANCE SUMMARY

**CONNECTICUT  
PARTNERSHIP PLAN**

2.0

## POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
**Bariatric Surgery (based on medical necessity)	\$0 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
***Diagnostic Labs and X-Rays **High Cost Testing (MRI, CAT etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

(continued on next page)

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech Therapy (Covered only for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx)	\$0	20% of allowable UCR* charges (Limit of 30 visits per year per condition)

\*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

\*\* Prior authorization required. If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.

\*\*\* Site of Service Program for Preferred Lab and Imaging facilities coming soon

<b>PRESCRIPTION DRUGS</b>	<b>Maintenance* (31-to-90-day supply)</b>	<b>Non-Maintenance (up to 30-day supply)</b>	<b>HEP Chronic Conditions</b>
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

\* Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

\*\* Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

### *Preferred and Non-Preferred Brand-Name Drugs*

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

### *If You Choose a Brand Name When a Generic Is Available*

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

### *Mandatory 90-day Supply for Maintenance Medications*

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov)).



The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

### *Health Enhancement Program Requirements*

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

\*Dental cleanings are required for family members who are participating in one of the Partnership dental plans

\*\*Or as recommended by your physician



*The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.*

*Office of the State Comptroller, Healthcare Policy & Benefit Services Division*

**|** [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)

**|** 860-702-3560

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*UnitedHealthcare Oxford*

**|** <http://partnershipstateofct.welcometouhc.com>

**|** Prior to Effective Date: 1-800-760-4566

**|** After Effective Date: 1-800-385-9055

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*Caremark (Prescription drug benefits)*

**|** [www.caremark.com](http://www.caremark.com)

**|** 1-800-318-2572

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*CIGNA (Dental and Vision Rider benefits)*

**|** [www.cigna.com/stateofct](http://www.cigna.com/stateofct)

**|** 1-800-244-6224

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*Health Enhancement Program (HEP) Care Management Solutions  
(an affiliate of ConnectiCare)*

**|** [www.cthep.com](http://www.cthep.com)

**|** 1-877-687-1448

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For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

# Town of Trumbull

Effective Date: July 01, 2016

This is a summary of benefits for your dental plan.

## Cigna Dental Network Benefits

Calendar Year Maximum	
All categories	\$1,500*
Calendar Year Deductible	
Per Individual	\$0
Per Family	\$0
Preventive & Diagnostic Care	
Oral Exams Cleanings Routine X-Rays Non-Routine X-Rays Sealants Brush Biopsy	100%, No Deductible
Basic Restorative Care	
Fillings** Fluoride Application Periodontal Maintenance* Emergency Care to Relieve Pain Oral Surgery - Simple Extractions Root Canal Therapy / Endodontics Relines, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Stainless Steel/Resin Crowns	80%, No Deductible
Major Restorative Care	
Crowns / Inlays / Onlays Space Maintainers (limited to non-orthodontic treatment) Periodontics Oral Surgery- All Except Simple Extraction Surgical Extraction of Impacted teeth	67%, No Deductible
Orthodontia	
Coverage for Children until age 19 Lifetime Maximum	50%, No Ortho Deductible \$1,500
Pretreatment Review	Available on a voluntary basis when extensive work in excess of \$200 is proposed.

\*If enrolled in HEP, maximums are waived on Periodontal Maintenance and Periodontal Scaling and Root Planning procedures.

\*\*For fillings other than amalgam, an alternate benefit may apply.

Please refer to the Summary Plan Description for a full listing of covered benefits, exclusions and limitations.

Where allowed by state law, in-network providers will charge no more than negotiated rate for non-covered services.



This summary provides only the highlights. For a complete list of both covered and non-covered services, including benefits that may be required by your state, see your Evidence of Coverage, Insurance Certificate or Summary Plan Description - the official plan documents. If there are any differences between this summary and the plan documents, the terms of the plan documents will take precedence.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries, including Cigna Dental Health Plan of Arizona, Inc., Cigna Dental Health of California, Inc., Cigna Dental Health of Colorado, Inc., Cigna Dental Health of Delaware, Inc., Cigna Dental Health of Florida, Inc., a Prepaid Limited Health Services Organization licensed under Chapter 636, Florida Statutes, Cigna Dental Health of Kansas, Inc., Cigna Dental Health of Kentucky, Inc., Cigna Dental Health of Maryland, Inc., Cigna Dental Health of Missouri, Inc., Cigna Dental Health of New Jersey, Inc., Cigna Dental Health of North Carolina, Inc., Cigna Dental Health of Ohio, Inc., Cigna Dental Health of Pennsylvania, Inc., Cigna Dental Health of Texas, Inc., and Cigna Dental Health of Virginia, Inc. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.



## State of Connecticut Partnership Plan - Vision

Effective Date: July 01, 2015

This is a summary of benefits for your vision plan.

Cigna Vision Benefits		
Benefit	In-Network	Out-of-Network
Materials Copay	\$0	N/A
Single Vision Lenses	Covered in Full	\$40 Allowance
Bifocal Lenses	Covered in Full	\$65 Allowance
Trifocal Lenses	Covered in Full	\$75 Allowance
Lenticular Lenses	Covered in Full	\$100 Allowance
Contact Lenses (Retail Allowance)		
Elective	\$360 Allowance	\$345 Allowance
Therapeutic	Covered in Full	\$345 Allowance
Frame (Retail Allowance)	\$175 Allowance	\$126 Allowance

Frequency is 12 months for lenses, contact lenses, and frames

### In-Network Benefits Include:

One pair of prescription plastic or glass lenses, all ranges of prescriptions (powers and prisms)

#### Lens Options

Standard Polycarbonate covered for under 18 years of age, min. 20% save, \$40 out-of-pocket max. for adults

Oversize lenses covered under plan

Rose Tints #1 and #2 - covered under plan

Solid Tints min. 20% save, \$15 out-of-pocket max.

Gradient Tints \$20 out-of-pocket max.

Standard photochromics 20% save, \$78 out-of-pocket max.

Standard anti-reflective coating min. 20% save, \$45 out-of-pocket max.

Standard scratch/UV coating min. 20% save, \$17 out-of-pocket max.

Progressive lenses covered up to bifocal lens amount with 20% savings on the difference,

\$81 out-of-pocket max. for standard lens

One frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance

One pair or a single purchase supply of contact lenses - in lieu of lenses and frame benefit (may not receive contact lenses

and frames in same benefit year) Allowance applied towards cost of supplemental contact lens professional services

(including the fitting and evaluation), and contact lens materials

#### Vision Network Savings Program

Minimum 20% savings on additional purchases of frames and/or lenses, including lens options, with a valid prescription,

offered savings does not apply to contact lens materials. Check with your Cigna Vision Network Provider for details

### To Locate a Provider:

#### 1. [www.cigna.com](http://www.cigna.com) Online Provider Directory:

Click on "Find a Doctor" at the top of the page.

Choose the "Eye Doctor" radio button and enter your search criteria.

#### 2. [www.myCigna.com](http://www.myCigna.com): You can search for a provider by name, specialty or location after you enroll for coverage

and your plan has taken effect.



This summary provides only the highlights. For a complete list of both covered and non-covered services, including benefits that may be required by your state, see your Evidence of Coverage, Insurance Certificate or Summary Plan Description - the official plan documents. If there are any differences between this summary and the plan documents, the terms of the plan documents will take precedence.

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**MEMORANDUM OF UNDERSTANDING**  
**REGARDING TAKE-HOME VEHICLE**

TO: First Selectman Herbst  
FROM: Supervisory Staff of Public Works Highway, Parks and Fleet Maintenance  
DATE: April 27, 2011  
SUBJECT: Year Round Take Home Vehicles

We are respectfully requesting your consideration of reinstating the year round vehicle take home policy.

Over the last few years we have had limited success managing emergency operations with restricted access to town owned vehicles. For over twenty years our staff had the ability to respond to any and all emergency calls including vehicle breakdowns, minor road clearing and facility failures within our parks directly from initial call out.

Currently, staff must first report to the highway/parks facility, unlock various gates/doors/alarms, transfer to their respective vehicles and then relock the entire facility before they can proceed to the emergency. This practice significantly delays our Departments response times and furthers the potential for harm to residents, damage to property and simply increases overall costs in the end.

In negotiating our present contract we mutually agreed to forego year round use of our take home vehicles in lieu of paid compensation for administrative work we perform every morning which exceeds our eight hour work shift.

At this point in time, we are collectively of the understanding that the new arrangement simply does not work logistically in terms of managing the ever increasing challenges within our Departments, nor is it cost effective to the residents of the Town.

If you are in agreement, we will discontinue the current practice and return to the previous policy of year round take home vehicles as compensation for our morning administrative work.

Thank you for your consideration in this matter,

Joe Mitri, Dmitri Paris, Charles Buisser III, Richard Infante, Glen Broadbent, Greg Marconi

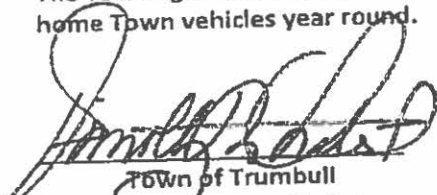
**MEMORANDUM OF UNDERSTANDING - TAKE HOME VEHICLES**

April 28, 2011

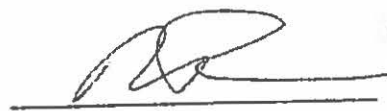
Memorandum of Understanding By and Between  
Town of Trumbull  
and  
Local 818 of Council 4 AFSCME Highway Supervisors

RE: Take-Home Vehicle Privilege

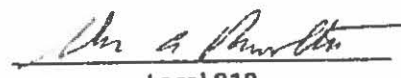
The Town agrees to reinstate the policy that allows eligible employees to take home Town vehicles year round.



Town of Trumbull  
First Selectman Herbst



Local 818  
Richard Infante, President



Local 818  
Glenn Broadbent, Vice President